
State: District of Columbia **First Filing Company:** Great Northern Insurance Company, ...
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1020 Commercial Umbrella and Excess
Product Name: Excess/Umbrella
Project Name/Number: Excess 05 Miscellaneous Forms/19-XS-2017697

Filing at a Glance

Companies: Great Northern Insurance Company
Pacific Indemnity Company
Federal Insurance Company

Product Name: Excess/Umbrella

State: District of Columbia

TOI: 17.1 Other Liability-Occ Only

Sub-TOI: 17.1020 Commercial Umbrella and Excess

Filing Type: Form

Date Submitted: 01/09/2020

SERFF Tr Num: ACEH-132214444

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 19-XS-2017697

Effective Date: 05/01/2020

Requested (New):

Effective Date: 05/01/2020

Requested (Renewal):

Author(s): Vincent Salerno

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** Great Northern Insurance Company, ...
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1020 Commercial Umbrella and Excess
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General Information

Project Name: Excess 05 Miscellaneous Forms Status of Filing in Domicile:
Project Number: 19-XS-2017697 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 01/09/2020
State Status Changed: Deemer Date:
Created By: Vincent Salerno Submitted By: Vincent Salerno
Corresponding Filing Tracking Number:

Filing Description:

We are submitting 7 new endorsements for use with our Umbrella products.

07 02 2783 (Ed. 10-19) Other Insurance – Primary, Non-Contributory

This endorsement is used to make the contract follow-form to underlying insurance where such insurance agrees to waive certain elements of its Other Insurance provision with respect to a person or organization.

07 02 2784 (Ed. 10-19) Exclusion – Abuse Or Molestation

This endorsement is used to exclude coverage for any damages, loss, cost or expense arising out of any actual, alleged or threatened abuse or molestation.

07 02 2785 (Ed. 10-19) Condition – Joint Duties In Non-Admitted Jurisdictions

This endorsement contains conditions that apply to an occurrence, offense, claim or suit in a jurisdiction where we are not licensed or prevented from investigating, defending or settling an occurrence, offense, claim or suit.

07 02 2786 (Ed. 10-19) Exclusion – Occupational Disease

This endorsement is used to exclude coverage for any damages, loss, cost or expense arising out of occupational disease sustained by an employee or temporary worker of the insured.

07 02 2787 (Ed. 10-19) Other Insurance Condition Amended

This endorsement is used to amend the Other Insurance condition in the contract.

07 02 2788 (Ed. 10-19) Supplementary Payments Amended

This endorsement is used to amend the "Supplementary Payments" provision in the contract.

07 02 2789 (Ed. 10-19) Exclusion – Scheduled

This endorsement is used to exclude an activity; contract or project; event; location, premises or site; good or product; service; operation or work or other subject that is described in the Schedule.

Company and Contact

Filing Contact Information

Vincent Salerno, Product Analyst vsalerno@chubb.com
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Building B
Whitehouse Station, NJ 08889

State: District of Columbia **First Filing Company:** Great Northern Insurance Company, ...
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Filing Company Information

Great Northern Insurance
Company
One American Square
202 N. Illinois St.
Suite 2600
Indianapolis, IN 46282
(908) 572-2000 ext. [Phone]

CoCode: 20303
Group Code: 626
Group Name: Chubb
FEIN Number: 41-0729473

State of Domicile: Indiana
Company Type: Stock
State ID Number:

Federal Insurance Company
One American Square
202 N. Illinois St.
Suite 2600
Indianapolis, IN 46282
(908) 572-2000 ext. [Phone]

CoCode: 20281
Group Code: 626
Group Name: Chubb
FEIN Number: 13-1963496

State of Domicile: Indiana
Company Type: Stock
State ID Number:

Pacific Indemnity Company
Two Plaza East
Suite 1450
330 East Kilbourn Avenue
Milwaukee, WI 53202-3146
(908) 572-2000 ext. [Phone]

CoCode: 20346
Group Code: 626
Group Name: Chubb
FEIN Number: 95-1078160

State of Domicile: Wisconsin
Company Type: Stock
State ID Number:

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

SERFF Tracking #:

ACEH-132214444

State Tracking #:

Company Tracking #:

19-XS-2017697

State:

District of Columbia

First Filing Company:

Great Northern Insurance Company, ...

TOI/Sub-TOI:

17.1 Other Liability - Occ Only/17.1020 Commercial Umbrella and Excess

Product Name:

Excess/Umbrella

Project Name/Number:

Excess 05 Miscellaneous Forms/19-XS-2017697

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Other Insurance - Primary, Non-Contributory	07-02-2783	(Ed. 10-19)	END	New			07-02-2783_1019_Other Insurance - Primary, Non-Contributory.pdf
2		Exclusion - Abuse or Molestation	07-02-2784	(Ed. 10-19)	END	New			07-02-2784_1019_Exclusion - Abuse Or Molestation.pdf
3		Condition - Joint Duties In Non-Admitted Jurisdictions	07-02-2785	(Ed. 10-19)	END	New			07-02-2785_1019_Condition - Joint Duties In Non-Admitted Jurisdictions.pdf
4		Exclusion - Occupational Disease	07-02-2786	(Ed. 10-19)	END	New			07-02-2786_1019_Exclusion - Occupational Disease.pdf
5		Other Insurance Condition Amended	07-02-2787	(Ed. 10-19)	END	New			07-02-2787_1019_Other Insurance Condition Amended.pdf
6		Supplementary Payments Amended	07-02-2788	(Ed. 10-19)	END	New			07-02-2788_1019_Supplementary Payments Amended.pdf
7		Exclusion - Scheduled	07-02-2789	(Ed. 10-19)	END	New			07-02-2789_1019_Exclusion - Scheduled.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
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State:	District of Columbia	First Filing Company:	Great Northern Insurance Company, ...
TOI/Sub-TOI:	17.1 Other Liability-Occ Only/17.1020 Commercial Umbrella and Excess		
Product Name:	Excess/Umbrella		
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BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

Chubb Commercial Excess Follow-Form Insurance

Endorsement

Policy Period

To

Effective Date

Policy Number

Insured

Name of Company

Date Issued

Under Conditions, Other Insurance is deleted and replaced with the following:

Conditions

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss that we would otherwise cover under this insurance, our obligations are limited as follows:

- A. This insurance is excess over any insurance affording coverage that this insurance would also afford, whether primary, excess, contingent or on any other basis.
- B. We will have no duty to defend the **insured** against any claim or suit if any provider of any other insurance has a duty to defend such **insured** against such claim or suit.
- C. We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total of:
 1. amounts that all other insurance would pay for loss in absence of this insurance; and
 2. all self insured retentions, self insurance, deductibles or other mechanisms (including contractual obligations of any person or organization to the **insured**) arranged for the funding of loss.

However, paragraphs A. and B. above do not apply if:

- **underlying insurance** has agreed to provide insurance on a primary non-contributory basis to a person or organization; and
- the **insured** is obligated pursuant to a written contract or agreement, made prior to injury, damage or offense covered by this insurance, to provide such person or organization with insurance on a primary or non-contributory basis under this insurance;

then this insurance will not seek contribution from insurance available to such person or organization.

Conditions

Other Insurance
(continued)

The insurance or other mechanisms described in subparagraphs A. or C. above does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

All other terms and conditions remain unchanged.

Authorized Representative

Date

Chubb Commercial Excess Follow-Form Insurance

Endorsement

Policy Period

To

Effective Date

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Under Exclusions, the following exclusion is added.

Exclusions

Abuse Or Molestation – Actual, Alleged Or Threatened

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- A. actual, alleged or threatened abuse or molestation by anyone of any person; or
 - B.
 - 1. employment, hiring, investigation, monitoring, retention, supervision or training; or
 - 2. reporting or failure to report to the proper authorities;
- of any person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by paragraph A. above.

All other terms and conditions remain unchanged.

Authorized Representative

Date

Chubb Commercial Excess Follow-Form Insurance

Endorsement

Policy Period

To

Effective Date

Policy Number

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Name of Company

Date Issued

Under Conditions, the following condition is added.

Conditions

Joint Duties In Non-Admitted Jurisdictions

With respect to an occurrence, offense, claim or suit, to which this insurance applies, that arises in a **non-admitted jurisdiction**:

- A. To the extent we may have a duty to defend the **insured** against a claim or suit under this insurance, the provisions of this endorsement will supersede.
- B. We have no duty to defend any person or organization against any claim or suit; but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.
- C. you and any other **insured** must:
 - 1. make such investigation, defense or settlement as we deem reasonable;
 - 2. obtain our approval for any payment; and
 - 3. effect approved payments to others, in accordance with the terms and conditions of this insurance.
- D. we will reimburse funds to the **insured** for payments approved by us for:
 - 1. **loss**; and
 - 2. expenses and other payments;to which this insurance applies.
- E. we will make those reimbursements:
 - 1. in a jurisdiction that is mutually acceptable; and
 - 2. until we have used up the applicable Limits Of Insurance.

Under Definitions, the following definition is added.

Definitions

Non-Admitted Jurisdiction

Non-admitted jurisdiction means any jurisdiction where we are:

- not licensed or permitted by law to issue insurance; or
- prevented by law or otherwise from investigating, defending or settling an occurrence, offense, claim or suit.

All other terms and conditions remain unchanged.

Authorized Representative

Date

Chubb Commercial Excess Follow-Form Insurance

Endorsement

Policy Period To

Effective Date

Policy Number

Insured

Name of Company

Date Issued

Under Exclusions, the following exclusion is added.

Exclusions

Occupational Disease This insurance does not apply to any damages, loss, cost or expense arising out of **occupational disease** sustained by any **employee** or **temporary worker** of the **insured**.

Under Definitions, the following definitions are added.

Definitions

Occupational Disease **Occupational disease** means any abnormal condition or disorder, other than one resulting from an occupational injury, caused by a repetitive exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion or direct contact.

Employee **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

Leased Worker **Leased worker** means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

Definitions

(continued)

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

All other terms and conditions remain unchanged.

Authorized Representative

Date

Chubb Commercial Excess Follow-Form Insurance

Endorsement

Policy Period

To

Effective Date

Policy Number

Insured

Name of Company

Date Issued

Under Conditions, Other Insurance is deleted and replaced with the following:

Conditions

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss that we would otherwise cover under this insurance, our obligations are limited as follows:

- A. This insurance is excess over any insurance affording coverage that this insurance would also afford, whether primary, excess, contingent or on any other basis.
- B. We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total of:
 - 1. amounts that all other insurance would pay for loss in absence of this insurance; and
 - 2. all self insured retentions, self insurance, deductibles or other mechanisms (including contractual obligations of any person or organization to the **insured**) arranged for the funding of loss.
- C. We will have no duty to defend the **insured** against any claim or suit if any provider of any other insurance has a duty to defend such **insured** against such claim or suit.

The insurance or other mechanisms described in subparagraphs A. or B. above does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

All other terms and conditions remain unchanged.

Authorized Representative

Date

Chubb Commercial Excess Follow-Form Insurance

Endorsement

Policy Period

To

Effective Date

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Supplementary Payments

The section titled Supplementary Payments is deleted and replaced with the following:

Subject to all of the terms and conditions of this insurance:

A. we will pay, with respect to a claim we investigate or settle, or a suit against an **insured** we defend:

1. the expenses we incur.
2. the cost of:
 - a. bail bonds; or
 - b. bonds required to:
 - (1) appeal judgments; or
 - (2) release attachments;

but only for bond amounts within the available Limits Of Insurance. We do not have to furnish these bonds.

3. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or suit, including actual loss of earnings up to \$1000 a day because of time off from work.
 4. costs taxed against the **insured** in the suit, except any:
 - a. attorney fees or litigation expenses, or
 - b. other loss, cost or expense;in connection with any injunction or other equitable relief.
 5. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limits Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 6. interest on that part of a judgment, to which this insurance applies, that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limits Of Insurance.
- B. Supplementary Payments does not include any fine or other penalty.

**Supplementary
Payments**
(continued)

C. The most we will pay hereunder is fixed as set forth in the Limits of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits of Insurance.

All other terms and conditions remain unchanged.

Authorized Representative

Date

Chubb Commercial Excess Follow-Form Insurance

Endorsement

Policy Period

To

Effective Date

Policy Number

Insured

Name of Company

Date Issued

Under Exclusions, the following exclusion is added.

Exclusions

*Scheduled Activity,
Contract, Event,
Premises, Product,
Service Or Work*

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- activity;
- contract or project;
- event;
- good or product;
- location, premises or site;
- operation or work;
- service; or
- other subject;

described in the Schedule as the Subject;

regardless of whether this insurance would otherwise apply to all or part of any such damages, loss, cost or expense in the absence of any connection with any such Subject.

Schedule

Subject:

Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

Date

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Form EM
Comments:	
Attachment(s):	FormEM_EX05 (All except LA, VA, VT).pdf
Item Status:	
Status Date:	

Excess '05 Miscellaneous Forms

Form Explanatory Memorandum

We are submitting the following new or revised Endorsements for use with our Umbrella products.

Where possible, we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information. We also specify what provisions are new (both those that are included in a contract and those which are added by endorsement) and summarize the content of the new item.

07 02 2783 (Ed. 10-19) Other Insurance – Primary, Non-Contributory

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This endorsement is used to amend the Other Insurance condition in the contract.

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This endorsement is used to amend the "Supplementary Payments" provision in the contract.

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Please be advised that we are working to add the endorsements to our internal policy issuance system. Once this is finalized, the final endorsements may be formatted differently due to system constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated endorsements unless otherwise requested in response to this filing.

THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. WHETHER OR NOT A PARTICULAR LOSS IS COVERED CAN ONLY BE DETERMINED AT THE TIME OF LOSS BY APPLYING ALL OF THE POLICY PROVISIONS TO THE FACTS AND CIRCUMSTANCES OF THE CLAIM. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.